

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
GREAT FALLS DIVISION

.....  
LEPROWSE CONSTRUCTION,  
INC.,

Plaintiff,

-VS-

CAUSE NO. CV-19-33-GF-BMM-JTJ

AUDIT SERVICES, INC. and  
LABORERS A.G.C. TRUSTS OF  
MONTANA, a foreign entity,

Defendants.

**ORDER OF DISMISSAL**

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AUDIT SERVICES, INC. and  
LABORERS A.G.C. TRUST OF  
MONTANA,

Counter-Claimants,

-VS-

LEPROWSE CONSTRUCTION,  
INC., PAUL LEPROWSE and  
JASON LEPROWSE,

Counter-Defendants.

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Upon consideration of the Joint Stipulation for Dismissal filed by the parties  
hereto, IT IS HEREBY ORDERED as follows:

1. That any and all claims and counterclaims asserted herein are dismissed with prejudice as fully compromised and settled on the merits, each party to bear their own costs and expenses; which said dismissal shall NOT impact or prevent the parties from pursuing any future claims, if any, as to the following:

a) the Trust Funds' ability to prosecute any future claims as to any amounts owed under the Promissory Note being executed by LeProwse Construction, Inc. and Paul LeProwse, individually, and Jason LeProwse, individually, as guarantors under the parties' Settlement Agreement entered into in settlement of the pending litigation;

b) the Trust Funds' ability to prosecute any future claims as to any unpaid contributions and assessments that may be owed by LeProwse Construction, Inc., based on hours worked post October 31, 2019; and

c) LeProwse's ability to prosecute any future claims allegedly arising out of the Trust Funds' collection or handling of fringe benefit contributions that may be due and owing, based on hours worked post October 31, 2019.

DATED this 21st day of April, 2020.



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Brian Morris, Chief District Judge  
United States District Court